

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D02-0502-PL-006531

STATE OF INDIANA,)

Plaintiff,)

v.)

DAYMON BAKER, and)
CHRISTY L. SHIPLEY)

Defendants.)

FILED

MAY 27 2005

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment against the Defendants, Daymon Baker and Christy Shipley, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants, Daymon Baker and Christy Shipley.
2. The Defendants were served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs and Civil Penalties.
3. The Defendants have failed to appear, plead, or otherwise respond to the complaint.
4. The Defendants are not infants, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, Daymon Baker and Christy Shipley.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendants, Daymon Baker and Christy Shipley, are permanently enjoined from engaging in the following:

- a. representing expressly or by implication the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have;
- b. representing expressly or by implication the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not, and the Defendants know or reasonably should know it is not;
- c. representing expressly or by implication the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendants know or reasonably should know the representation is false;
- d. representing expressly or by implication the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know they can not; and
- e. representing expressly or by implication a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered for the Plaintiff, State of Indiana, against the Defendants, Daymon Baker and Christy Shipley, as follows:

a. The contracts previously entered into by the Defendants with consumers David Otte, Kirby Robinson, Karl Stephenson, Javese Phelps, Shalee Osborn, Summer Young, Shannon Kelley, and Jeffrey Hester, are cancelled pursuant to Ind. Code § 24-5-0.5-4(d);

b. The Defendants shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), in the amount of Eight Hundred Ninety-Two Dollars and Sixty-Five Cents (\$892.65), payable to the Office of the Attorney General for allocation and distribution to the following consumers in the following amounts:

1)	David Otte of Phoenix, Arizona	\$ 99.95;
2)	Kirby Robinson of Colorado Springs, Colorado	\$ 103.96;
3)	Karl Stephenson of San Diego, California	\$ 192.90;
4)	Javese Phelps of Philadelphia, Pennsylvania	\$ 100.00;
5)	Shalee Osborn of Scottsdale, Arizona	\$ 112.95;
6)	Summer Young of Newcastle, Oklahoma	\$ 95.95;
7)	Shannon Kelley of Carbonton, North Carolina	\$ 100.00; and
8)	Jeffrey Hester of Mobile, Alabama	<u>\$ 86.94;</u>
Total:		<u>\$ 892.65;</u>

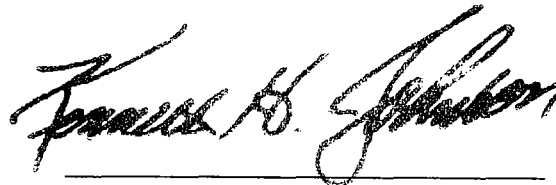
c. The Defendants shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Eight Hundred and Seventy-Five Dollars (\$875.00);

d. The Defendants shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00), payable to the State of Indiana; and

e. The Defendants shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00), payable to the State of Indiana.

A total monetary judgment in the amount of Eight Thousand Six Hundred and Seventy-Five Dollars and Seventy-Four Cents (\$20,767.65) is therefore entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Daymon Baker and Christy L. Shipley.

ALL ORDERED, ADJUDGED AND DECREED on this ____ day of May, 2005.



Judge, Marion Superior Court

Distribution:

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